# VOCALOID SOFTWARE LICENSE AGREEMENT

## IMPORTANT - READ CAREFULLY

This Software License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) and YAMAHA Corporation ("YAMAHA") for VOCALOID(TM) software program and any upgrades, modified versions or updates of the VOCALOID(TM) software (collectively, the "Software").

By installing, copying, or otherwise using the Software, you are deemed to be bound by all the terms and conditions of this Agreement. If you do not agree to the terms of Software, you may not use the Software.

You shall be also bound by the terms and conditions of the End User License Agreement of the VOCALOID(TM) Library ("Library") provided by each Library developer.

## 1. Grant of License

YAMAHA hereby grants you the right to install and use one copy of the Software on one single computer and use the synthesized singing, subject to the terms and conditions of this Agreement.

## 2. Prohibitions and Restrictions

You must not remove or alter any copyright notices on all copies of the Software.

You may not distribute copies of the Software to third parties.

You may not rent, lease, or lend the Software.

You may not post any portion of the Software on a web site or any other medium that may enable others to obtain a copy of the Software.

You may not reverse-compile, disassemble, reverse-engineer, or use any other method to convert the Software into a human-readable form, nor may you allow another person to do so.

The Software may not be duplicated, corrected, modified, or disposed of in any other way in part or in whole.

## 3. Restrictions on use of the synthesized singing

You may not publish or distribute in any manner the synthesized singing that includes lyrics which are against public policy of law.

You may not publish or distribute the synthesized singing that is harmful to the moral rights of the third party including but not limited to the original singer of the Library. In no event will YAMAHA be liable for any and all claims, suits or consequential, incidental or special damages arising from your publishing or distributing synthesized singing.

The following types of usage of the synthesized singing by the Software may require a separate additional license from YAMAHA which would be independent of this license Agreement. If you wish to obtain such additional license, you should contact YAMAHA to discuss their particular requirements.

(a) Use mainly in a commercial Karaoke service/system to provide vocals including but not limited to backing vocals, including use to create commercial Karaoke software, Karaoke hardware, and internet-based Karaoke products systems and services.

(b) Use commercially as telephone ringtones or as audio alerts or signals in telephone or telecommunication equipment, except when used in combination with other musical instruments or sounds within a musical composition.

## 4. Termination

Without prejudice to any other rights, YAMAHA may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event, you must destroy all copies of the Software.

## 5. Intellectual Property Rights of the Software

All title and intellectual property rights in and to the Software and any copies thereof are owned by YAMAHA.

## 6. NO WARRANTIES AND LIMITATION OF LIABILITY

THE SOFTWARE AND ANY RELATED DOCUMENTATION ARE COPYRITED BY YAMAHA. THE SOFTWARE IS OFFERED "AS IS" AND YAMAHA MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. YAMAHA DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. YAMAHA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL YAMAHA BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN YAMAHA REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

## 7. General

The validity, construction and performance of this Agreement shall be governed by the laws of Japan.